



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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July 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF TRANSPORTATION SERVICES MASTER AGREEMENT
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and approve the Director of Health Services, or his designee, to execute the recommended Transportation Services Master Agreement (TSMA), substantially similar to Exhibit I, effective upon Board approval through July 15, 2006, and to exercise two (2) one-year renewal options, through July 15, 2008.
2. Authorize the Director of the Department of Health Services, or his designee, to qualify and execute the TSMA with additional qualified vendors throughout the maximum five (5) year term, upon review by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services (DHS), or his designee, to sign the TSMA with qualified vendors. DHS cannot timely meet the Department's demand for transportation without obtaining these services from qualified vendors under TSMA. The recommended TSMA will maintain a pool of readily available qualified vendors, thus ensuring the continuity of the transportation services. The transportation services under this TSMA will include:

- Cab Service
- General Transport/Courier Service
- Paratransit/Ambulatory Service
- Shuttle Service (for clients and temporary emergency transportation for employees)
- Fixed Wing (airplane) Service
- Rotor Wing (helicopter) Service
- Sea and Water Vessel Service

For example, as shown in Attachment A, DHS has, to date, qualified United Independent Taxi Drivers, Inc., Secure Transportation, Independent Taxi, Call Oscar, and Millennium Air Xpress, for execution of the TSMA. These five (5) vendors would, upon execution of the TSMA, become eligible to compete to receive award of a work order for transportation services currently being considered for bid by the Department's Children's Medical Services (CMS).

The proposed TSMA supports the County's Strategic Plan Goal No. 1: Service Excellence. Specifically, the TSMA will enable DHS to timely acquire transportation services for the County, primarily by reducing the solicitation process time required.

FISCAL IMPACT/FINANCING:

Actual expenditures under TSMA will vary from year-to-year based upon transportation needs of programs and facilities of DHS and other County departments as needed, and cannot currently be projected. The total potential cost of the TSMA would be the aggregate cost of all work orders issued for the various programs and facilities of DHS and other County departments as needed. The receiving department shall send a ten (10) day advance notice to the Board of any work order that is expected to exceed \$300,000 annually. Work order costs must be within the receiving department's budget, as reviewed by the Chief Administrative Office (CAO).

As an example, CMS has current need for transportation services and initial funding in the amount of \$300,000 for these services has been included in the CMS Fiscal Year 2003-04 Adopted Budget. The estimated cost of transportation services for the CMS is not currently expected to exceed \$1.5 million over the maximum five (5) year term of the TSMA. The estimated annual cost of \$300,000 for CMS work orders will be offset by State revenue of \$283,500 (94.5%) and the remaining \$16,500 (5.5%) is net County Cost. Should any work order resulting from bids and proposals reviewed and selected by the CMS program office exceed the \$300,000 threshold, a notice will be sent to the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

To effectively manage the demanding DHS healthcare-related transportation services program requires the use of additional transportation services provided by contractors. These additional transportation service needs will be provided under the TSMA.

Under the TSMA, contractors are required to give first consideration to hire qualified County employees targeted for layoff, consider qualified GAIN participants for employment openings, comply with the Child Support Services Department Compliance Program, Jury Service Program and the Safely Surrendered Baby Law. The Child Support Services Department will be asked to confirm that all qualified new contractors have complied with the requirement to file a Principal Owner Information Form with its office prior to executing an Agreement.

This is not a Proposition A agreement and therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

The attached TSMA has been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

The TSMA process was recently developed by DHS. The Internal Services Department provided leadership and training for DHS staff in the development and implementation of TSMA as a means of contract simplification. The TSMA will benefit DHS and potentially other County departments by streamlining the process of accessing qualified contractors to provide emergency and non-emergency services in a timely manner, thereby reducing the risk of service interruptions.

A Request for Statement of Qualifications (RFSQ) was released on September 25, 2002, and posted on the County's web site. Five responses were received and were reviewed by DHS for compliance with the RFSQ. The five proposers are listed in Attachment A. All five proposers were determined to be qualified and are thus being recommended for contract execution.

Community Based Enterprise Program information for each firm is shown in Exhibit II. However, contractors were selected without regard to gender, race, creed, or color for award of an Agreement.

Additional vendors can be qualified by DHS at any time during the term of the TSMA thereby encouraging increased vendor participation, as well as, maximizing the County's access to additional transportation vendors. An interested vendor may submit a Statement of Qualification, as indicated in the RFSQ, to DHS Contracts and Grants any time during the term of the agreement. Availability of the TSMA along with the RFSQ will continue to be posted on the County's web sites.

The TSMA will maintain a pool of readily available transportation service contractors who will be used by DHS on an as needed basis. Program offices will submit a Work Order request to DHS Contracts and Grants with specifications for the terms and scope of work for services to be performed. Each Work Order will be reviewed by DHS Contracts and Grants for appropriateness and compliance to the TSMA prior to being released for pre-qualified vendors to submit bids. All bids and proposals received will be reviewed and selected by the requesting program office. The DHS designated Project Director is authorized to award Work Orders to the lowest priced, most qualified bidder. Contractors will not be requested to perform services, which exceed amounts, scope of work, and/or dates specified in each individual work order.

The Honorable Board of Supervisors
July 3, 2003
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When approved, this Department requires three copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:cvm

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETCD2871:CVM
cvm:07/03/03

SUMMARY OF ASSIGNMENT OF AGREEMENT1. TYPE OF SERVICE:

Transportation

2. AGENCY NAME/ADDRESS/CONTACT PERSON:

Independent Taxi
700 N. Virgil Avenue
Los Angeles, CA 90029
Telephone: (323) 666-0040
Contact: Robert LeVels

Millennium Air Xpress
16225 Vanowen Street, Suite 200
Van Nuys, CA 91406
Telephone: (818) 786-2001
Contact: Sharon Gilmour

United Independent Taxi Drivers, Inc.
900 N. Alvarado Street.
Los Angeles, CA 90026
Telephone: (213) 483-7669
Contact: Dara Ahmadi

Secure Transportation
13111 Meyer Road
Whittier, CA 90605
Telephone: (800) 856-9994
Contact: Steven Dobbs

Call Oscar
15180 Transistor Lane
Huntington Beach, CA 92649
Telephone: (877) 225-5672
Contact: Dave Koscielak

And any other vendors which are deemed by the Director of DHS to be qualified.

3. TERM:

The term of the Transportation Service Master Agreement is effective upon Board approval through July 15, 2006, with two (2) one-year renewal options through July 15, 2008.

4. FINANCIAL INFORMATION:

Expenditures will vary from year-to-year based on the need for transportation services. The expenditures in any year will remain within the budgeted appropriation for such services for the requesting DHS program or County department.

5. PROGRAM INFORMATION:

Initial program to request transportation services is DHS' Children's Medical Services. However, it is anticipated that in the future the same agreement will be utilized by additional DHS' program offices and Countywide departments.

6. APPROVALS:

Children's Medical Services:

Robert E. Frangenberg, Director

Contracts and Grants Division:

Riley J. Austin, Acting Chief

County Counsel (approval as to form):

Christina A. Salseda, Deputy County Counsel

EXHIBIT I

**MASTER AGREEMENT
TRANSPORTATION SERVICES**



**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES**

**TRANSPORTATION SERVICES
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Contract # _____

TRANSPORTATION SERVICES MASTER AGREEMENT

THIS MASTER AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

_____ ("hereafter
Contractor").

WHEREAS, the County may contract with private businesses for Transportation Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Transportation Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Department of Health Services to execute and administer this Master Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E and G are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - County Administration
- 1.2 EXHIBIT B - Contractor Administration
- 1.3 EXHIBIT C - Contractor EEO Certification
- 1.4 EXHIBIT D - Sample Work Order Formats
- 1.5 EXHIBIT E - Forms Required For Each Work Order Before Work Begins
- 1.6 EXHIBIT F - Subsequent Executed Work Orders
- 1.7 EXHIBIT G - Safely Surrendered Baby Law

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to s 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Contracts Division and are valid and in effect at the time of a given Work Order solicitation.

- 2.2 **Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 **County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 **County Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Director:** Director of Department of Health Services
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Agreement:** County standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 **Qualified Contractor:** Contractor who has submitted a Statement of Qualifications (SOQ) in response to County Request For Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Agreement with the Department of Health Services.
- 2.12 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Agreements.
- 2.13 **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ.
- 2.14 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each

Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Agreement Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which Contractor is contracted.
- 3.2** Work Orders shall generally conform to either Exhibit D1 or D2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit D1) or on a fixed price per deliverable basis (see Exhibit D2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that (1) is not specified in the Work Order; and/or (2) that utilizes other than approved Contractor Personnel, and/or (3) that goes beyond the Work Order expiration date, and/or (4) that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-Paragraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Work Orders are as set forth in this Sub-Paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Qualified Contractors. Each interested Qualified Contractor shall submit a bid to County within the timeframe specified in the solicitation. Failure

of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Department of Health Services staff identified in this Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either re-bid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

3.6 County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order.

If Contractor is unable to meet with County at commencement of work as specified in the Work Order, then Contractor may be disqualified from the particular Work Order. In the event Contractor defaults three times under this Sub-Paragraph 3.6 within a given County fiscal year, then County may terminate this Agreement pursuant to Sub-Paragraph 8.43, Termination For Default.

4.0 TERM OF AGREEMENT

4.1 This Agreement is effective upon the date of its execution by County Director, Department of Health Services. The term of this Agreement shall be for three (3) years, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 County shall have the option to extend the Agreement term for up to two (2) additional one-year periods. Each such option year shall be exercised individually by the Director of the Department of Health Services or designee.

- 4.3** Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

- 5.1** Contractor shall not be entitled to any payment by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to DHS by County Board of Supervisors in approved budgets to DHS. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Agreement is the Contract Sum.
- 5.2** Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County express prior written approval.
- 5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total amount authorized under Work Orders issued pursuant to this Agreement. Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit A.
- 5.4 Invoices and Payments**
- 5.4.1** For providing the tasks, deliverables, services, and other work authorized pursuant to this Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed

on a Time and Materials basis (see Exhibit D1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit D2).

5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-Paragraph 8.25, Liquidated Damages.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County Work Order Director, who shall be responsible for a detailed evaluation of Contractor performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor invoice(s) must coincide with the period of performance specified in the applicable Work Order.

5.4.6.1 Time and Materials Work Order

Each invoice submitted by Contractor shall specify:

- a. County numbers of the Work Order and Contractor Agreement;
- b. Vendor number;
- c. Appropriate account number;
- d. Period of performance of work being invoiced;
- e. Invoice number and date;
- f. Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- g. Total amount of the invoice.

5.4.6.2 Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- a. County numbers of the Work Order and Contractor Agreement;
- b. Period of performance of work being invoiced;
- c. Name(s) of persons who performed the work;
- d. A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- e. The total amount of the invoice.

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend changes to this Agreement, and resolve disputes between DHS and Contractor.

6.2 County Project Director

County Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County Work Order Directors

A Work Order Director will be assigned for each Work Order by County Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- 6.3.1.1** Ensuring that the standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

6.3.1.2 Coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Agreement's objectives are met;

6.3.1.3 Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

6.3.1.4 Coordinating with Contractor Project Manager, on a regular basis, regarding the performance of Contractor personnel on each particular project; and

6.3.1.5 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Agreement, except through formally prepared Change Notices and Amendments, as set forth in Sub-Paragraph 8.4.

6.4 County Project Manager

County Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person Contractor should contact with any questions.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor Project Manager is designated in Exhibit B. Contractor shall notify County in writing of any change in the name or address of Contractor Project Manager

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor Authorized Official(s)

7.2.1 Contractor Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor Staff

County has the absolute right to approve or disapprove all of Contractor staff performing work hereunder and any proposed changes in Contractor staff, including, but not limited to, Contractor Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor Staff Identification

7.4.1 Contractor shall provide all staff providing services under this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to County approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.5 Security Clearance

7.5.1 At any time prior to or during the term of this Agreement, County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of

Contractor, regardless if Contractor staff passes or fails the background clearance investigation.

7.5.2 If Contractor staff does not pass the background clearance investigation, County may request that Contractor staff be immediately removed from working on County Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor staff any information obtained through County background clearance investigation.

7.5.3 Disqualification, if any, of Contractor staff, pursuant to this Sub-Paragraph 7.5.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of the Director of DHS. Any unapproved assignment or delegation shall be null and void. Any payments by DHS to any approved delegate or assignee on any claim under this Agreement shall be deductible, at DHS' sole discretion, against the claims, which Contractor may have against County.

8.1.2 In the event of any assumption, assignment, delegation, or takeover of any of Contractor duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DHS express prior written approval, DHS Director may, in his/her sole discretion, terminate this Agreement.

8.2 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement

and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that County Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under the Agreement. County notice to Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 County reserves the right to initiate Change Notices that **do not affect** the scope or payment of any Work Orders issued pursuant to this Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by Contractor and by the Director of the Department of Health Services or his/her designee.

8.4.2 County Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by County Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by Contractor and by the Director of the Department of Health Services or his/her designee.

8.4.3 The Director of DHS, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. An Amendment to the Agreement shall

be prepared and executed by Contractor and by the Director of DHS, or his/her designee.

8.4.4 Addition of Skilled Categories/Technical Specializations

An Amendment to the Agreement shall be prepared and executed by Contractor and by the Director of the Department of Health Services or his/her designee to add or delete Service Categories as required.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after contract effective date, Contractor shall provide County with Contractor policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

8.5.1 Within five (5) business days of receiving the complaint, Contractor shall preliminarily investigate all complaints and notify County Project Manager of the complaint and the status of the investigation;

8.5.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and

8.5.3 Copies of all written responses shall be sent to County Project Manager within three (3) business days of mailing to the complainant.

County will review Contractor policy and provide Contractor with approval of said plan or with requested changes. If County requests changes in Contractor policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

If, at any time, Contractor wishes to change Contractor policy, Contractor shall submit proposed changes to County for approval before implementation.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with *Exhibit C - Contractor EEO Certification*.

8.8 COMPLIANCE WITH COUNTY JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of County ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to County satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor

deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-Paragraph 8.8.2.2, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Sub-Paragraph 8.8.2.2. The provisions of this Sub-Paragraph 8.8.2.2, shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also

require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor violation of this Sub-Paragraph 8.8.2.4, of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County Agreements and/or contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County approval or ongoing evaluation of such work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to

comply with the provisions of this Sub-Paragraph 8.9.2, shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other

remedies provided in the Agreement, debar Contractor from bidding on and County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of an Agreement with County, (2) committed any act or omission which negatively reflects on Contractor quality, fitness or capacity to perform a Agreement with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

8.12.5 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR ACKNOWLEDGEMENT OF COUNTY COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. Contractor understands that it is County policy to encourage all County Contractors to voluntarily post County "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor place of business. County Child Support Services Department will supply Contractor with the poster to be used.

8.14 CONTRACTOR WARRANTY OF ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to county facilities, buildings, or grounds caused by contractor or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor

shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on the Change Notices and Amendments of Term prepared pursuant to Sub-Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Changes Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor employees for which County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor acts and/or omissions arising from and/or relating to this Agreement.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified

in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Los Angeles County-Department of Health Services
Contracts and Grants Division-IT Unit
Transportation Services Master Agreement
313 N. Figueroa Street, Sixth Floor West
Los Angeles, CA 90012

E-mail Address: **cg@dhs.co.la.ca.us**

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement;
- b. Clearly evidence all coverage required in this Agreement;
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement;
- e. Identify any deductibles or self-insured retentions for County approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

8.23.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- c. Any injury to contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County Agreement Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

8.23.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to

County, Contractor shall pay full compensation for all costs incurred by County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a. Contractor providing evidence of insurance covering the activities of subcontractors, or
- b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01

- a. General Aggregate: \$2 million
- b. Products/Completed Operations Aggregate: \$1 million
- c. Personal and Advertising Injury: \$1 million
- d. Each Occurrence: \$1 million

or its equivalent with limits of not less than the following:

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Personal and Advertising Injury: \$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 All time limits and required acts to be done by both parties are the essence of this Agreement. If Contractor fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amount set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this Agreement.

8.25.2 In any case of any such breach, County may assess liquidated damages of \$500.00 per day for each day, or part thereof that the deficiency continues and add said amount to the amount due from Contractor under this Agreement.

8.25.3 This Sub-Paragraph 8.25.3 shall not in any manner restrict or limit County right to damages for any breach of this Agreement provided by law or as specified in the Performance Requirements Summary in any subsequent executed Work Orders, and shall not in any manner restrict or limit County right to terminate this Agreement and/or subsequent Work Order(s).

8.26 MOST FAVORED PUBLIC ENTITY

If Contractor prices decline, or should Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County.

8.27 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

Hospital shall have no claim against County for payment of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Contract. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor EEO Certification*.

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion,

ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.28.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.6** Contractor shall allow County representatives access to Contractor employment records during regular business hours to verify compliance with the provisions of this Sub-Paragraph 8.28.6 when so requested by County.
- 8.28.7** If County finds that any provisions of this Sub-Paragraph 8.28.7 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.28.8** The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement working days (or such longer period as County may authorize in writing)

8.29 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of County Project Manager and/or County Project Director any dispute between County and Contractor regarding the performance of services as stated in this Agreement. If County Project Manager or County Project Director is not able to resolve the dispute, the Director of DHS, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits A and B*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

The Director of DHS shall have the authority to issue all notices or demands required or permitted by County under this Agreement.

8.33.1 Notices to County shall be addressed as follows:

- a. Department of Health Services
Children's Medical Services
9320 Telstar Avenue, Suite 226
El Monte, CA 91731
Attention: Director
- b. Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, Sixth Floor East
Los Angeles, CA 90012
Attention: Acting Division Chief

8.33.2 Notices to Contractor shall be addressed as follows:

- a. _____

Attention: _____

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with County right to audit and inspect Contractor documents, books, and accounting records pursuant to Sub-Paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Qualifications (RFSQ) used in the

solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

- 8.35.2** In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1** Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:
- 8.36.2** Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County of Los Angeles, provided that the requirements of this Sub-Paragraph 8.36.2, shall apply.
- a.** Contractor shall develop all publicity material in a professional manner; or
 - b.** During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of

County Project Director. County shall not unreasonably withhold written consent, and approval by County may be assumed in the event no adverse comments are received in writing within two (2) weeks after Contractor submittal of a written request for such consent.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County Auditor-Controller within thirty (30) days of Contractor receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County Auditor-Controller within thirty (30) days of Contractor receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

8.37.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.39 SAFELY SURRENDERED BABY LAW

8.39.1 Notice to Employees Regarding the Safely Surrendered Baby Law:

The Contractor shall notify and provide to its employees, and shall

require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in *Appendix G* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39.2 Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Agreement may not be subcontracted by Contractor **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Agreement.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County request:

- a. A description of the work to be performed by the subcontractor;
- b. A draft copy of the proposed subcontract; and
- c. Other pertinent information and/or certifications requested by County.

8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to

the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County approval of Contractor proposed subcontract.

8.40.5 County consent to subcontract shall not waive County right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.

8.40.6 County MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County consent to subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Los Angeles County-Department of Health Services
Contracts and Grants Division-IT Unit
Transportation Services Master Agreement
313 N. Figueroa Street, Sixth Floor West
Los Angeles, CA 90012
E-mail Address: cq@dhs.co.la.ca.us

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Sub-Paragraph 8.14 - Contractor Warranty of Adherence to County Child Support Compliance Program, shall constitute a default by Contractor under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Agreement pursuant to Sub-Paragraph 8.43 - Termination for Default.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 County may terminate this Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:

- a. Stop work under the Work Order or under this Agreement, as identified in such notice;
- b. Transfer title and deliver to County all completed work and work in process; and
- c. Complete performance of such part of the work shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement or Work Order shall be maintained by Contractor in accordance with Sub-Paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County Project Director:

- a. Contractor has materially breached this Agreement ;

- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or any Work Order issued hereunder; or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-Paragraph 8.43.2.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-Paragraph 8.43.2 if its failure to perform this Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of

either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-Paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Sub-Paragraph 8.43.4, it is determined by County in its sole discretion that Contractor was not in default under the provisions of this Sub-Paragraph 8.43.4, or that the default was excusable under the provisions of Sub-Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-Paragraph 8.42 - Termination for Convenience.

8.43.5 In the event County terminates this Agreement in its entirety due to Contractor default as provided in Sub-Paragraph 8.43.1, Contractor and County agree that County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, County costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, Contractor and County agree that County shall, at its sole option and in lieu of the provisions of Sub-Paragraph 8.43.2, be entitled to liquidated damages from Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to County for such actual damages. This amount of liquidated damages shall be either paid by Contractor to County by cash payment upon demand or, at the sole discretion of County Director of DHS, or designee, deducted from any amounts due to Contractor by County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which County is otherwise entitled to under this Agreement, and Contractor

payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-Paragraph 8.22 - Indemnification.

8.43.6 The rights and remedies of County provided in this Sub-Paragraph 8.43.6, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

- Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Sub-Paragraph 8.45.2, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor performance hereunder or by any provision of this Agreement during any of County future fiscal years unless and until County Board of Supervisors appropriates funds for this Agreement in County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

[illegible]

Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title

Date

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____

APPROVED AS TO CONTRACT
ADMINISTRATION

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

TRANSPORTATION SERVICES MASTER AGREEMENT

TABLE OF CONTENTS OF EXHIBITS

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COUNTY ADMINISTRATION

AGREEMENT NO. _____ WORK ORDER NO. _____

COUNTY AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____
City/Zip _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
City/Zip _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY WORK ORDER DIRECTOR:

Name: _____
Title: _____
Address: _____
City/Zip _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
City/Zip _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR ADMINISTRATION

CONTRACTOR NAME

AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR AUTHORIZED OFFICIAL (S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ADMINISTRATION

CONTRACTOR NAME

AGREEMENT NO. _____

WORK ORDER NO. _____

The information in items #1 through #4 below is requested for informational purposes only.

1. If your firm is a corporation, enter its legal name (as found in your Articles of Incorporation) and the state where incorporated:

(Name and State)

2. If your firm is a partnership _____, or a sole proprietorship _____, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? _____

If yes, please list all DBA's and County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

CONTRACTOR EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of County of Los Angeles, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

SAMPLE WORK ORDER FORMATS

- D1 Time and Materials Basis
- D2 Fixed Price Per Deliverable Basis

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

TRANSPORTATION SERVICES AGREEMENT WORK ORDER

(TIME AND MATERIALS BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit ___, on a time and materials basis, in compliance with the terms and conditions of Contractor Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category _____
Name _____ @ \$_____/hour.
Name _____ @ \$_____/hour.

III. PAYMENT

- A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).
- B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.
- C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit ___ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

Work Order No. _____ County Agreement No. _____

D. CONTRACTOR shall submit all invoices under this Work Order to:

General Accounting
Internal Services Department
1100 N. Eastern Avenue
Los Angeles, CA 90063

IV. SERVICES

In accordance with Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

Contractor signature on this Work Order document confirms Contractor awareness of and agreement with the provisions of Subparagraph 3.3 of the Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TRANSPORTATION SERVICES AGREEMENT WORK ORDER

(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____

Work Order No. _____ County Agreement No. _____

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

General Accounting
Internal Services Department
1100 N. Eastern Avenue
Los Angeles, CA 90063

IV. SERVICES

In accordance with Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

Contractor signature on this Work Order document confirms Contractor awareness of and agreement with the provisions of Subparagraph 3.3 of the Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

FORMS REQUIRED FOR EACH WORK ORDER **BEFORE WORK BEGINS**

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST

TRANSPORTATION SERVICES AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is (are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

TRANSPORTATION SERVICES AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of County or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, County of Los Angeles has determined that it is appropriate to require that the businesses with which County contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

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5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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- B. Compliance Certification. At the time of seeking a contract, contractor shall certify to County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For contractor violation of any provision of this chapter, County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the board of supervisors the termination of the contract; and/or,
B. Pursuant to chapter 2.202, seek the debarment of Contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SUBSEQUENT EXECUTED WORK ORDERS

no shame. no blame. no names.

now there's a way to
safely surrender your baby

The Newborn Abandonment Law - A Confidential Safe Haven For Newborns

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org

State of California

Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Newborn Abandonment Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law.

This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

sin pena. sin culpa. sin nombres.

**ahora hay una manera para entregar
a su bebé sin ningún peligro**

Ley Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro....

Un refugio seguro y confidencial para los recién nacidos.

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

(877) BABY SAFE

(877) 222-9723

babysafela.org

Estado de California

Gray Davis, Governor
Secretaría de Salud y Servicios Humanos
Grantland Johnson, Secretary
Departamento de Servicios Sociales
Rita Saenz, Director

Junta de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ?

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona?

Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé?

En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé?

No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño?

No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé?

Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo.

¿Qué le sucede a los padres?

Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño?

El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará información acerca del bebé.

¿Por qué está California haciendo esto?

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados.

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos. Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California

A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro.

El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.

**TRANSPORTATION SERVICES MASTER AGREEMENT
COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION LIST**

<u>CRITERIA</u>	United Independent Taxi Drivers, Inc.	Call Oscar	Independent Taxi Owners Association	Secure Transportation Company, Inc.	Millennium Air Xpress
Total Number of Employees/Owners	41	21	44	173	8
Owners/Partners/Associates	10				
Black/African American	2		65		
Hispanic/Latin American			35		
Asian American			14		
Filipino American					
American Indian/Alaskan					
White	8	1	86	4	1
All Others					
Women (included in above)					1
MANAGERS					
Black/African American			5		
Hispanic/Latin American			2	7	
Asian American			1		
Filipino American					
American Indian/Alaskan					
White	1	2	1	9	1
All Others					
Women (included in above)					
STAFF					
Black/African American	2	2	12		
Hispanic/Latin American	31	11	11	17	

<u>CRITERIA</u>	United Independent Taxi Drivers, Inc.	Call Oscar	Independent Taxi Owners Association	Secure Transportation Company, Inc.	Millennium Air Xpress
Asian American	7	3	6	67	
Filipino American					
American Indian/Alaskan					
White		3	6	69	6
All Others					
Women (included in above)					
TYPE OF BUSINESS STRUCTURE	Corporate		Corporate	Partner	Sole Proprietor
Total Number Of Owners/Partners, Etc					
PERCENTAGE OF OWNERSHIP					
Black/African American			36%	10%	
Hispanic/Latin American			19%	42.3%	
Asian American			8%		
Filipino American					
American Indian/Alaskan					
White	100%		37%	46.3%	100%
All Others					
Women (included in above)					
Current Certification As Community Business Enterprise (CBE) Owned Firm					
State of California – Yes/No	No	No	No	No	No
City of Los Angeles – Yes/No	No	No	No	No	No
Federal Government – Yes/No					